

EXHIBIT B

EXHIBIT 8.1

JOYCE LESLIE, INC. SALE GUIDELINES

- A. The Sale shall be conducted so that the Stores in which sales are to occur will remain open no longer than during the normal hours of operation provided for in the respective leases for the Stores.
- B. The Sale shall be conducted in accordance with applicable state and local “Blue Laws”, where applicable, so that no Sale shall be conducted on Sunday unless the Merchant had been operating such Store on a Sunday.
- C. On “shopping center” property, the Agent shall not distribute handbills, leaflets or other written materials to customers outside of any Stores’ premises, unless permitted by the lease or, if distribution is customary in the “shopping center” in which such Store is located; provided that Agent may solicit customers in the Stores themselves. On “shopping center” property, the Agent shall not use any flashing lights or amplified sound to advertise the Sale or solicit customers, except as permitted under the applicable lease or agreed to by the landlord.
- D. At the conclusion of the Sale, the Agent shall vacate the Stores in broom clean condition, and shall leave the Stores in the same condition as on Sale Commencement Date, ordinary wear and tear excepted, in accordance with Section 6.2 of the Agency Agreement, provided, however, that the Merchant and the Agent hereby do not undertake any greater obligation than as set forth in an applicable lease with respect to a Store. The Agent and Merchant may abandon any FF&E (as defined below) not sold in the Sale at the Stores or the corporate office at the conclusion of the Sale at any Store or corporate office. Any abandoned FF&E left in a Store or the corporate office after a lease is rejected shall be deemed abandoned to the landlord having a right to dispose of the same as the landlord chooses without any liability whatsoever on the part of the landlord to any party and without waiver of any damage claims against the Merchant. For the avoidance of doubt, as of the Sale Termination Date or the Vacate Date, as applicable, with respect to any Store or corporate office, the Agent may abandon, in place and without further responsibility, any FF&E at such Store or corporate office.
- E. The Merchant and the Agent may advertise the Sale as a “going out of business,” “store closing” “sale on everything”, “everything must go”, or similarly themed sale.
- F. Agent shall be permitted to utilize display, hanging signs, and interior banners in connection with the Sale; provided, however, that such display, hanging signs, and interior banners shall be professionally produced and hung in a professional manner. The Merchant and the Agent shall not use neon or day-glo on its display, hanging signs, or interior banners. Furthermore, with respect to enclosed mall locations, no exterior signs or signs in common areas of a mall shall be used unless otherwise expressly permitted in these Sale Guidelines. In addition, the Merchant and the Agent shall be permitted to utilize exterior banners at (i) non-enclosed mall Stores and (ii) enclosed mall Stores to the extent the entrance to the applicable Store does not require entry into the enclosed mall common area; provided, however, that such banners shall be located or hung so as to make clear that the Sale is being conducted only at the affected Store, shall not be wider than the storefront of the Store, and shall not be larger than 4 feet x 40 feet. In addition, the Merchant and the Agent shall be permitted to utilize sign walkers in a safe and professional manner and in accordance with the terms of the Approval Order. Nothing contained in these Sale Guidelines shall be construed to create or impose upon the Agent any additional restrictions not contained in the applicable lease agreement.

- F. Conspicuous signs shall be posted in the cash register areas of each of the affected Stores to effect that “all sales are final.”
- G. Except with respect to the hanging of exterior banners, the Agent shall not make any alterations to the storefront or exterior walls of any Stores.
- H. The Agent shall not make any alterations to interior or exterior Store lighting. No property of the landlord of a Store shall be removed or sold during the Sale. The hanging of exterior banners or in-Store signage and banners shall not constitute an alteration to a Store.
- I. The Agent shall keep Store premises and surrounding areas clear and orderly consistent with present practices.
- J. Subject to the provisions of the Agency Agreement the Agent shall have the right to sell all furniture, fixtures, and equipment located at the Stores, Distribution Center and Merchant’s corporate office (the “FF&E”). The Agent may advertise the sale of the FF&E in a manner consistent with these guidelines at the Stores and Merchant’s corporate office. The purchasers of any FF&E sold during the sale shall be permitted to remove the FF&E either through the back shipping areas at any time, or through other areas after Store business hours. For the avoidance of doubt, as of the Sale Termination Date or the Vacate Date, as applicable, with respect to any Store, the Agent may abandon, in place and without further responsibility, any FF&E at such Store, Distribution Center or corporate office.
- K. The Agent shall be entitled to include Additional Agent Merchandise in the Sale in accordance with the terms of the Approval Order and the Agency Agreement.
- L. At the conclusion of the Sale at each Store, pending assumption or rejection of applicable leases, the landlords of the Stores shall have reasonable access to the Stores’ premises as set forth in the applicable leases. The Merchant, the Agent and their agents and representatives shall continue to have exclusive and unfettered access to the Stores.
- M. Post-petition rents shall be paid by the Merchant as required by the Bankruptcy Code until the rejection or assumption and assignment of each lease. Agent shall have no responsibility therefor.
- N. The rights of landlords against Merchant for any damages to a Store shall be reserved in accordance with the provisions of the applicable lease.
- O. If and to the extent that the landlord of any Store affected hereby contends that the Agent or Merchant is in breach of or default under these Sale Guidelines, such landlord shall email or deliver written notice by overnight delivery on the Merchant’s counsel and the Agent’s counsel as follows:

If to the Merchant:

JOYCE LESLIE, Inc.
170 W Commercial Avenue
Moonachie, NJ 07074
Attn: Lee Diercks
(908) 431-2122
ldiercks@clearthinkinggrp.com

and its Counsel:

Kevin J. Nash, Esq.
Goldberg Weprin Finkel Goldstein LLP
1501 Broadway, 22nd Floor
New York, New York 10036
(212) 221-5700
knash@gwfglaw.com

If to the Agent:

GORDON BROTHERS GROUP LLC
Prudential Tower
800 Boylston Street, 27th Floor
Boston, MA 02199
Attn: Timothy Shilling and Michael Chartock
Tel: (888) 424-1903
Email: tshilling@gordonbrothers.com, mchartock@gordonbrothers.com

and its Counsel:

Gregory O. Kaden, Esq.
James F. Wallack, Esq.
Goulston & Storrs
400 Atlantic Avenue
Boston, MA 02110
Tel: (617) 574-4107
Email: GKaden@GoulstonStorrs.com, Jwallack@GoulstonStorrs.com